

Lightcom International, Inc.

LIGHTCOM INTERNATIONAL, INC.

KPSC TARIFF NO. 1
Original Sheet No. 1

TITLE SHEET

KENTUCKY TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by LIGHTCOM INTERNATIONAL, INC., with principal offices at 1023 15th Street, NW, Suite 1250, Washington DC 20005. This tariff applies for services furnished within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 18 1997

PURSUANT TO 807 KAR 5011.
SECTION 9(1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

Issued: July 15, 1997

Effective: August 18, 1997

By:

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TARIFF CHECK SHEET

The Original Title Page and Original Pages 1 through 36 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages are named below and contain all changes from the original tariff that are in effect as of the date shown below.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- C - to signify changed regulation.
- D - to signify discontinued rate or regulation.
- I - to signify a rate increase.
- M - to signify matter relocated without change.
- N - to signify a new rate or regulation.
- R - to signify a rate reduction.
- S - to signify a reissued matter.
- T - to signify a change in text but no change in rate, regulation or charge.
- Y - to signify reference to other published tariffs.
- Z - to signify a correction.

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TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Kentucky Public Service Commission ("KPSC"). For example, the 4th revised Sheet 14 cancels the 3rd revised sheet 14. Because of various suspension periods, deferrals, etc. the KPSC follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1.

Check Sheets - When a tariff filing is made with the KPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an

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TARIFF FORMAT (con't)

Check Sheets (con't)

asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with KPSC.

1. APPLICATION OF TARIFF

1.1 This tariff contains the service description and rates generally applicable to the telecommunications service furnished by Lightcom International, Inc. (hereinafter referred to as "Lightcom" or the "Company") in the State of Kentucky. The services listed herein are provided by means of radio, fiber or copper wire or any other suitable technology or a combination thereof available to the Company as a reseller of interstate long distance telephone services.

1.2 The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.

1.3 The rates and regulations contained in this tariff do not apply, unless otherwise specified, to the lines, facilities or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

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2. GENERAL REGULATIONS

2.1. Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide telecommunications services in accordance with the terms of this tariff. The Company will provide interLATA and intraLATA telephone services between points in Kentucky. Intrastate service is offered in conjunction with interstate service.

2.1.2 Shortage of Facilities

Service is offered subject to the availability of suitable facilities and the provisions of this tariff. The Company reserves the right to limit the length of communications or discontinue finishing services when necessary because of the lack of transmission medium capacity or because of causes beyond its control, or when the customer is using service in violation of the law or the provisions of this tariff.

2.1.3 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of services offered herein.

2.1.4 Assignment

Customer shall not assign or transfer the use of the Company's services under this tariff except with the prior written consent of Lightcom in each and every instance. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees that the Company has authorized.

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2. GENERAL REGULATIONS (con't)

2.1. Undertaking of the Company (con't)

2.2 Liability of the Company

2.2.1 Limitation With Respect to Damages

The liability of Lightcom, if any, for damages arising out of the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service, and not caused by any act or omission of the Customer, shall be limited to the credit allowance for service interruptions specified in Section 4.2, and shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for compensatory or consequential damages arising out of any delay defect or interruption of service.

2.2.2 Limitation of Liability

The Company shall not be liable for:

A. Libel, slander or infringement of copyright arising from or in connection with the transmission of communications by means of Company-provided facilities unless the libel, slander or infringement results solely from the negligence or willful misconduct of the Company;

B. Patent infringement arising from the combination or use of Company-provided facilities with customer-provided or authorized user-provided facilities or services;

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2. GENERAL REGULATIONS (con't)

2.2 Liability of the Company (con't)

2.2.2 Limitation of Liability (con't)

C. Any and all claims arising out of any act or omission of the customer, its authorized users or any other entity furnishing services or facilities for use in conjunction with the services provided under this tariff.

D. Any unlawful or unauthorized use of the Company's facilities and service, unless such use results solely from the negligence or willful conduct of the Company. This includes, but is not limited to, any unlawful or unauthorized use of the Company's facilities and service due to the theft of a prepaid debit card, travel card or any codes issued for use with the Company's services;

E. Any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities unless such breach results solely from the negligence or willful conduct of the Company;

F. Changes in any of the facilities, operations or procedures of the Company that render any facilities or services provided by the customer or its authorized users obsolete or otherwise affect their use or performances. The Company will endeavor to advise the customer on a timely basis of such changes.

G. Any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions of Section 4.2 below.

H. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God;

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2. GENERAL REGULATIONS (con't)

2.2 Liability of the Company (con't)

2.2.2 Limitation of Liability (con't)

atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the service provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

2.2.3 Indemnification

A. Lightcom shall be indemnified and held harmless by the Customer and Authorized Users from and against all loss, liability, damage and expense disclaimed by the Company, as specified in Sections 2.2.1 and 2.2.2., arising in connection with the provision of service by the Company to the Customer, and shall protect and defend the Company from any suits or claims alleging such liability and pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection herewith. The Company shall notify the Customer of any such suit or claim against the Company.

B. Lightcom shall be indemnified and held harmless by the Customer and Authorized Users from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, by any authorized user or any other party, for any personal injury to or death of any person or persons, or for any loss damage or destruction of any property, whether owned by the Customer, by any authorized user or any other party, caused or claimed to have been caused directly by the installation, operation, failure to

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2. GENERAL REGULATIONS (con't)

2.2 Liability of the Company (con't)

2.2.3 Indemnification (con't)

operate, maintenance, removal, presence, condition, location or use of any installation so provided. The Company may require the Customer to sign an agreement acknowledging its acceptance of the above stated provisions prior to such installations.

C. Lightcom shall be indemnified and held harmless by the Customer and Authorized Users from and against all loss, liability, damage and expense due to claims for libel, slander or infringement of copyright, trademark or patent rights in connection with any material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or Authorized User or any party relating to the use of the Company's facilities.

2.3 Provision of Equipment and Facilities

2.3.1. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.3.2. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

A. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or

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2. GENERAL REGULATIONS (con't)

2.3 Provision of Equipment and Facilities

2.3.2. (con't)

B. the reception of signals by Customer-provided equipment;
or

C. network control signalling where such signalling is performed by Customer-provided network control signalling equipment.

3. Cancellation of Service by Company

3.1. Conditions of Cancellation

Without incurring liability, Lightcom may discontinue service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services under the following conditions:

A. For nonpayment of any sum due Lightcom for more than thirty (30) days after issuance of the bill for the amount due provided that Company gives ten (10) working days' written notice after the bill becomes delinquent before termination;

B. For violation of any of the provisions of this tariff provided that Company gives at least ten (10) days' written notice before termination;

C. For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction of Lightcom's services including the Kentucky Public Service Commission, provided that Company gives ten (10) working days' written notice before termination; or

D. By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting Lightcom from furnishing its services.

E. For dangerous conditions

F. For refusal of access after the customer has been given at least ten (10) days' written notice before termination;

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3. Cancellation of Service by Company (con't)

3.1. Conditions of Cancellation (con't)

G. For outstanding indebtedness

H. For illegal use or theft of service. No advance notice will be provided for termination of unauthorized service by illegal use or theft.

3.2 Customer Obligation

Termination for cause does not relieve the Customer of any obligation to pay its bill.

3.3 Company Notification of Refusal of Service

In case of refusal to establish service, or whenever service is discontinued, Company shall notify the applicant or customer in writing of the reason for such refusal or discontinuance.

3.4 Restoration of Service

Service shall be initiated or restored when cause for refusal or discontinuance has been satisfactorily adjusted, and shall be in accordance with the priority system in Part 64, subpart D, of the FCC regulations.

4. Interruption of Services by Company

4.1 No Credit Allowances

Without incurring liability, Lightcom may interrupt the provision of services at any time due to:

A. performance of test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Lightcom's equipment and facilities ;

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4. Interruption of Services by Company (con't)

4.1 No Credit Allowances (con't)

- B. negligence of Customer
- C. failure of facilities provided by customer or an authorized user
- D. Additions or changes to service ordered by customer
- E. Any other act or failure to act by the customer, Customer's employees, agent or contractor, or authorized user.

4.2 Credit Allowances

4.2.1. When service is interrupted due to causes other than those listed in Section 4.1, credit allowance will be made for an interruption of service.

4.2.2. The Customer will be credited for interruptions after service has been interrupted for a continuous duration of twenty-four (24) hours or more. Such credit will be based upon the Customer's average usage as exhibited in the Customer's previous two (2) month's billing, calculated on the basis of a thirty (30) day month and twenty-four (24) hour day. No credit will be given for interruptions less than twenty-four (24) hours.

4.2.3. As a condition of any claim for credit by Customer, the Customer shall notify the Company's designated representative of any outage or service interruption immediately by telephone, or if such representative cannot be reached by telephone, by written notification delivered to such representative, and the duration of the outage or service interruption shall be computed from the time of such notification to the time when the Company resolves the problem causing the interruption.

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5. Customer Premises Provisions

5.1 The Customer shall be responsible for the personnel, power and space required to operate, install, repair, maintain, program, inspect, or remove equipment installed on the premises of the Customer.

5.2 The Customer shall be responsible for providing Company personnel access to premises of Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

6. Liability of the Customer

The Customer will be liable for damages to the facilities or equipment of the Company caused by negligence or willful conduct of the officers, directors, agents, contractors or employees of the Customer.

7. Cancellation of Service by Customer

7.1 After Commencement

Customer may cancel the Company's service after commencement of service by giving Company a minimum of thirty (30) days' written notice before termination.

7.2 Prior to Commencement

Customer may cancel the Company's service before commencement of service by notifying Company in writing or by personally appearing at Company's corporate office. Customer will be responsible for payment of any non-recurring installation charges.

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7. Cancellation of Service by Customer (con't)

7.3 Customer's Obligation to Pay Bill

Cancellation of service does not relieve the Customer of any obligation to pay its bill.

7.4 Toll Free Number Customer Service Number

The Company provides the following toll-free customer service number for any customer questions, complaints or other inquiries regarding its service: 1-888-LGHTCOM

8. Use of Services

8.1 Lawful Purpose

8.1.1 The Company's communication service may be used to transmit telephone conversations of the Customer or its authorized users.

8.1.2. Service is furnished subject to the condition that it will be used only for lawful purposes consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services. All such usage shall be subject to the provisions of this tariff and the applicable rules, regulations and policies of the KPSC.

8.1.3. Customers and Authorized Users are prohibited from and by their acceptance or use of service agree not to use the services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.

8.1.4 The use of Lightcom's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 18 1997

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

8. Use of Services (con't)

8.1 Lawful Purpose (con't)

8.1.5. The use of Lightcom's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers or false calling or credit cards is prohibited.

8.1.6. The service or any rights associated therewith shall not assigned or transferred without the prior written consent of Lightcom.

8.1.7. Service orders, including requests for the installation or termination of service, will be accepted only from the Customer or the customer's designated agent.

9. Customer Equipment and Channels

9.1 Interconnection of Facilities

9.1.1. Forms of Interconnection

Interconnection between Customer-provided and Company-provided service must be made by the Customer by leased channel or dial-up service. The forms of interconnection available for use with particular services are set forth in Section 14, following.

9.1.2. Protection of Company Facilities

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

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9. Customer Equipment and Channels (con't)

9.1 Interconnection of Facilities (con't)

9.1.3 Inspections

A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities; and may, without liability, temporarily suspend service while making such tests and inspections, and thereafter until any violations of such requirements are corrected.

B. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever action is deemed necessary, including the suspension of service to protect its facilities and personnel from harm. The Company will provide upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

10. Payment for Services

The Customer is responsible for payment of all charges for services, including charges for services originated or charges accepted at the Customers' service point.

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10. Payment for Services (con't)

10.1 Rendering Bills

10.1.1 Commencement of Service

The Company will notify Customer either verbally or in writing upon completion of service installation. Such date shall constitute commencement of service. Usage charges and taxes will be billed monthly.

10.1.2 Billing Periods

Customer invoices will be mailed on a monthly basis.

10.1.3 Due Dates

Payment of an invoice is due within thirty (30) days of the billing date.

10.1.4 Liability of Customer For Payment

Customer shall be liable for any applicable federal, state, or local use, excise, sales, or privilege taxes, or similar liabilities chargeable to or against the Company as a result of the provision of the Company's services hereunder to Customer. Customer shall also be liable for payment of all charges for services provided to Customer under this tariff.

10.1.5 Form of Payment

Customer payment to Company shall be made by check, money order or certificated check made payable to the Company. Such payment shall be made via first-class mail, postage prepaid, to the address stated on the Customer's invoice. For the purpose of this tariff, Customer shall remit payment to the Company.

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10. Payment for Services (con't)

10.1 Rendering Bills (con't)

10.1.6 Disputed Bills

A. The Customer after receipt of a bill may submit a complaint in person, by telephone or in writing over charges to Company up to the applicable statutory time limit to dispute any charges.

B. Written notice of a disputed charge to Company does not relieve the Customer of any obligation to pay the undisputed portion of its bill within thirty (30) days of the billing date of the invoice.

C. If a disputed charge is resolved in the Customer's favor, Company will credit the Customer's account.

D. In case of any disputed charges which cannot be resolved to the mutual satisfaction of Customer and Company, the Customer has the right to contact the KPSC at 730 Schenkel Lane, PO Box 615, Frankfort, Kentucky 40602-0615, telephone number (502) 564-3940.

E. If the Company's bill is not paid within thirty (30) calendar days following the mailing of the bill, the account will be considered delinquent.

F. A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five days before service is disconnected. Notice shall be given separate and apart from the regular monthly bill for service. In no case will service be terminated before twenty (20) days after the mailing date of the original invoice.

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10. Payment for Services (con't)

10.1 Rendering Bills (con't)

10.1.6 Disputed Bills (con't)

F. Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

G. Customer shall be liable for all costs of collection for payment of any sum or sums due the Company.

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11. Definitions

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communications channels furnished by the Company over its facilities as defined below:

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Lightcom to identify the origin of the service user so the Company may rate and bill the call. All Authorization Codes shall be the sole property of Lightcom and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Number Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person, firm, corporation or other legal entity authorized by the Customer to use the Company's service provided to the Customer. An Authorized User is responsible for compliance with this tariff.

Automatic Number Identification (ANI) - A type of signalling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment for use of Lightcom's service(s). The Billed party is the Customer associated with the authorization code used to originate the call, with the following exception: in the case of a travel card call, the Billed party is the holder of the calling card or credit card used by the user.

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11. Definitions (cont'd)

Company - Refers to Lightcom International, Inc.

Completed Call - A Direct Dialed or Operator Assisted Call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or Mastercard, or to a local exchange carrier or interexchange carrier calling card.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity, that is responsible for payment of charges and for compliance with this tariff.

FCC - The Federal Communications Commission.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Local Access and Transport Area ("LATA") - A geographic Area established by the local telephone company for the provision and administration of communications service.

KPSC - The Kentucky Public Service Commission

Service Hours - Day applies to Monday through Sunday 8:00 a.m. to 4:59 p.m. Non-Day applies to Monday through Sunday 5:00 p.m. to 7:59 a.m.

State - The term "State" includes a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the Territories of Guam and the Virgin Islands.

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BY: Stephan O. Bell

11. Definitions (cont'd)

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signalling, metering or any other form of intelligence.

Travel Card - A credit or debit calling card issued by Company which allows customers to make telephone calls and charge the calls to an account or against an established monies held in a debit account. Charges for calls charged to Company issued credit travel card will appear on the Customer's regular monthly bill.

User - A Customer, or any person or entity authorized or invited by a Customer to make use of services provided under this tariff.

12. Taxes

The rates quoted in this tariff do not include federal excise taxes, and state and local sales, use and similar taxes. Customer is responsible for payment of these taxes as billed. In addition, all services billed to a Customer location in the State of Kentucky will be subject to a surcharge for any and all applicable Kentucky state charges.

13. Timing of Calls

Billing for calls placed over the Company's network may be based in part on the duration of the call. Chargeable time begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.

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14. Description of Service

Message Telecommunications Service (hereinafter referred to as "MTS") is offered to Customers of the Company to provide direct-dial switched message telephone service for InterLATA intrastate calls within the boundaries of the State of Kentucky and to stations located outside the State of Kentucky and to provide direct-dial switched message telephone service for interstate calls to stations located outside the State of Kentucky. Such services are available twenty-four hours per day, seven days a week.

Service to Customers is available from any point in the State of Kentucky where the Company subscribes to local exchange access service. Customers may be charged for calls based on the class of service, distance between the originating and terminating points, the time of day, and the duration of the call. Credit will be offered for incomplete calls as well as calls made to wrong numbers.

Access to MTS is available to Customers who subscribe to a local exchange company's End User Common Line service, and to their Authorized Users. Access is obtained either by presubscription to the Company as the primary interexchange carrier for the end user common line; or by dialing an access code assigned to the Company by the local exchange telephone company.

Company may act as Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by Company. The Customer shall be responsible for all charges due for such service arrangement.

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15. Determination of Rate Mileage

Unless otherwise indicated, there are no rates based on mileage sensitive products in this tariff. Where indicated, usage charges for all mileage sensitive products are based on the airline distance between the originating and terminating points of the call as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal coordinates for each exchange and the airline distance between them will be determined according to the standard V&H Coordinate Table used by AT&T and contained in AT&T's FCC Tariff No. 10 and incorporated herein by reference.

16. Time Periods For Rate Applicability

If indicated, the time of day rate periods which apply to rates for all services will be described as either peak period or off-peak calling periods, as indicted below. The peak calling period is defined as 8 AM - 5 PM Monday through Friday. The off-peak calling period is defined as all other time periods.

Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

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17. Rate Schedule

17.1 MTS Service Rates - Intrastate

The following rates apply to all MTS calls completed by the Company:

17.1.1 Residential Domestic MTS Dial One
ComUnity Choice 1 (per minute rate)

Kentucky .135

Billing increments are thirty second initial, with 6 second additional increments.

17.1.2 Residential Domestic MTS Dial One
ComUnity Choice 2 (per minute rate)

Peak Off-Peak

Kentucky .23 .10

Billing increments are thirty second initial, with 6 second additional increments.

17.1.3 Residential Intrastate Travel
Calling Cards (per minute rate)

Kentucky .26

Billing increments are thirty second initial, with 6 second additional increments.

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17. Rate Schedule (con't)

17.1.4 Residential Domestic 800/888
PIN Service (Intrastate per minute rate)

Residential Domestic 800/888 PIN Service consists of inbound switched services combined with a PIN 800 number accessed via four digit personal identification (PIN) numbers used by End Users. The use of the PIN numbers with a PIN 800 number permits multiple End Users to utilize the same 800/888 telephone number on an individual basis.

Kentucky .22

17.1.5 Business Domestic MTS Dial One
(\$0-49.99 monthly long distance revenue)

Kentucky .120

Billing increments are thirty second initial, with 6 second additional increments.

17.1.6. Domestic MTS Inbound (800)
(\$0-49.99 monthly long distance revenue)

Kentucky .125

Billing increments are thirty second initial, with 6 second additional increments.

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17. Rate Schedule (con't)

17.1.7 Business Domestic MTS Dial One
(\$50-99.99 monthly long distance revenue)

Kentucky .120

Billing increments are thirty second initial, with 6 second additional increments.

17.1.8 Business Domestic Inbound (800) Service
(\$50-99.99 monthly long distance revenue)

Kentucky .125

Billing increments are thirty second initial, with 6 second additional increments.

17.1.9 Business Domestic MTS Dial One
(\$100-499.99 monthly long distance revenue)

Kentucky .120

Billing increments are thirty second initial, with 6 second additional increments.

17.1.10 Business Domestic Inbound (800) Service
(\$100-499.99 monthly long distance revenue)

Kentucky .120

Billing increments are thirty second initial, with 6 second additional increments.

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17. Rate Schedule (con't)

17.1.11 Business Domestic MTS Dial One
(\$500-999.99 monthly long distance revenue)

Kentucky .115

Billing increments are thirty second initial, with 6 second additional increments.

17.1.12 Business Domestic Inbound (800) Service
(\$500-999.99 monthly long distance revenue)

Kentucky .115

Billing increments are thirty second initial, with 6 second additional increments.

17.1.13 Business Domestic MTS Dial One
(\$1000-\$5000 monthly long distance revenue)

Kentucky .110

Billing increments are thirty second initial, with 6 second additional increments.

17.1.14 Business Domestic Inbound (800) Service
(\$1000-\$5000 monthly long distance revenue)

Kentucky .110

Billing increments are thirty second initial, with 6 second additional increments.

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17. Rate Schedule (con't)

17.1.15 Business Travel Card Service

Kentucky .26

Billing increments are thirty second initial, with 6 second additional increments.

17.1.16 Business Dial One

Kentucky .22

17.2 Prepaid Calling Cards

Customers may purchase from Lightcom a prepaid calling card which allows a Customer to place calls at the rates described herein. Generic cards are sold in denominations of \$5.00, \$10.00, \$25.00, and \$50.00.

Per Minute Charges - Pre-Paid Card - Intrastate

Kentucky .24

Billing increments are thirty second initial, with 6 second additional increments.

17.3 Late Payment Charge

Any charges accrued under this tariff that are not paid in full within the time provided by Section 10, preceding, will be subject to the following late payment charge:

1.5% on bill for rendered services

A penalty will be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for services rendered. Additional penalty charges shall not be assessed on unpaid penalty charges. Customer shall be liable for all costs of collection incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations, including attorneys fees.

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17. Rate Schedule (con't)

17.1.4 Uncollectible Check Charge

For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, the following fee will be imposed:

\$25.00 Fee Per Check Returned

17.1.5 Reconnect Fee

Upon disconnection of service, the following fee will be imposed:

\$50.00 Reconnection Fee

17.1.6 Right to Backbill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's services actually made by Customer.

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LIGHTCOM INTERNATIONAL, INC.

KPSC TARIFF NO. 1
Original Sheet No. 37

BILLING FORMAT

Lightcom International, Inc.

Customer Service 1-888-LGHTCOM (544-8266)

Billing Summary Description

Previous Balance

Credit Memo (If Applicable)

Late Fee (If applicable)

Long Distance and other Outbound Charges

Federal Tax

State Tax

Totals

Customer Circuit ID: _____
Account Number: _____
Invoice Date: _____
Due Date: Due on receipt
Amount Due: _____

(Detachable Portion to be Returned with Payment)

Customer Circuit ID: _____
Account Number: _____
Invoice Date: _____
Due Date: Due on receipt
Amount Due: _____

Please make checks payable to Lightcom International, Inc.

(Address of Customer)

(Address of Lightcom's
Billing Department)

(Attachment with breakdown of each long distance call by date,
time telephone number called, location, duration and cost)

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